

# ***R E S O L U T I O N***

## ***Agreement for Metropolitan Planning Organization Host Services***

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2014, by and between the **CITY OF ALBANY**, hereinafter referred to as "**ALBANY**"; **DOUGHERTY COUNTY**, hereinafter referred to as "**DOUGHERTY**"; the **CITY OF LEESBURG**, hereinafter referred to as "**LEESBURG**"; **LEE COUNTY**, hereinafter referred to as "**LEE**", and the **DOUGHERTY AREA REGIONAL TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION**, hereinafter referred to "**DARTS MPO**."

**WHEREAS**, Federal law requires that every Urbanized Area be represented by a Metropolitan Planning Organization (MPO), such as the **DARTS MPO**, which carries out the metropolitan transportation planning process for the Urbanized Area and surrounding areas; and

**WHEREAS**, **DOUGHERTY**, **LEESBURG**, and **LEE** desire that **ALBANY** be chosen to act as the host organization for the **DARTS MPO** to perform transportation planning for the Urbanized Area and to provide professional services with respect to the preparation of this transportation planning; and

**WHEREAS**, **ALBANY**, **DOUGHERTY**, **LEESBURG**, and **LEE** recognize that this agreement will facilitate the implementation of the following MPO setup activities as required by the Georgia Department of Transportation (GDOT):

- GDOT receives MPO recommendation resolutions for local governments
- GDOT submits recommendations to the Governor and receives approval
- A Memorandum of Understanding is developed and signed among all MPO partners
- A MPO Unified Planning Work Program (UPWP) is developed and adopted by MPO committees
- A "PL" funds contract between GDOT and the MPO is executed.

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the parties do hereby contract and agree as follows:

1. **Special Services.** **ALBANY** will provide professional services to **DOUGHERTY**, **LEESBURG**, and **LEE** during the term of this contract.
2. **Personnel.** **ALBANY** hereby agrees that it will employ all personnel required to perform the services under the contract in a competent, professional and prompt manner. All personnel employed shall remain employees of **ALBANY** and shall not be considered employees of **DOUGHERTY**, **LEESBURG**, or **LEE**. As relates to personnel the following agreements are made:
  - Transportation Planner position will be advertised and filled after a comprehensive search
  - MPO staff will answer directly to the City of Albany Planning & Development Director
  - MPO staff priorities will be established by the committees of the **DARTS MPO** who will meet as mutually agreed to review progress and set priorities
3. **Services to be performed by DOUGHERTY, LEESBURG, and LEE.** **DOUGHERTY**, **LEESBURG**, and **LEE** hereby agree to furnish and provide to **ALBANY** with any reports, documentation, staff technical expertise, and any and all other items necessary for completion of the services contemplated under the contract.
4. **Retention and Access of Records.** **ALBANY** hereby agrees that it will allow access by **DOUGHERTY**, **LEESBURG**, and **LEE** access to any and all books, documents, papers and/or records of **ALBANY** which are directly related to this project for the purpose of examinations, excerpts, and transcriptions to

DOUGHERTY, LEESBURG, and LEE, the Georgia Department of Transportation, the Comptroller General of the United States, or any other duly authorized representative for a period of three (3) years following the project closed under this agreement.

5. **Compensation.** DOUGHERTY, LEESBURG, and LEE agree to pay ALBANY for the performance of the scope of services outlined in Section 1 of this contract as follows:

For performance of said services, DOUGHERTY, LEESBURG, and LEE agree to reimburse ALBANY their allocated portion of the 20% of the Planning (PL) Grant required to be paid by the local entities. Their allocation equals the percentage of their jurisdiction's population, according to the 2010 Census, in the DARTS MPO area: DOUGHERTY 14.23%, LEESBURG 2.41%, and LEE 19.06%. The percentages require recalculating after each decennial Census.

6. **Civil Rights Compliance.** Albany shall comply with the Title VI of the Civil Rights Act of 1964 (Pub.L.88-352) and the regulations issued pursuant thereto (24CFR Part I), and any and all other Federal, State, or Local regulations which may govern this agreement or compliance therewith.

7. **Notice.** For purposes of this agreement, any notice to be given in writing to any of the parties shall be deemed to be effective if and when mailed by registered or certified mail with the required postage prepaid, as follows:

**DOUGHERTY COUNTY**

Attn: Christopher Cohilas, Chairman  
222 Pine Avenue  
Albany, GA 31701

**LEE COUNTY**

Attn: Dennis Roland, Chairman  
102 Starksville, Avenue N  
Leesburg, GA 31763

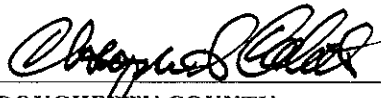
**CITY OF LEESBURG**

Attn: Jim Quinn, Mayor  
107 N. Walnut Avenue N  
Leesburg, GA 31763

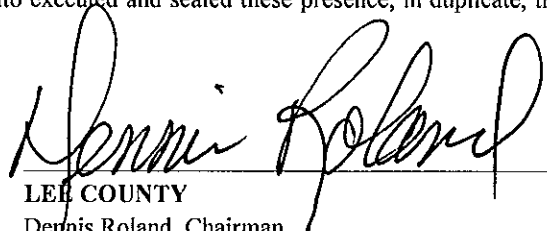
**CITY OF ALBANY**

Attn: Dorothy Hubbard, Mayor  
222 Pine Avenue  
Albany, GA 31701

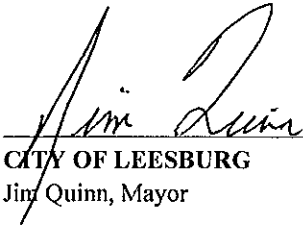
IN WITNESS WHEREOF, the parties hereto have hereunto executed and sealed these presence, in duplicate, the day and year first above written.



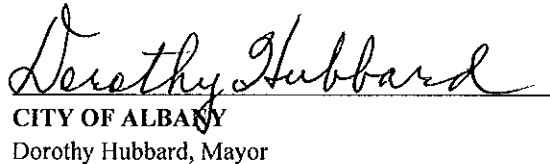
DOUGHERTY COUNTY  
Christopher Cohilas, Chairman



LEE COUNTY  
Dennis Roland, Chairman



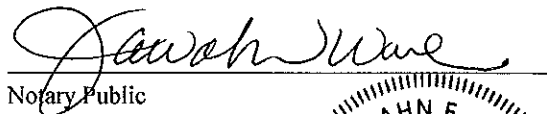
CITY OF LEESBURG  
Jim Quinn, Mayor



CITY OF ALBANY  
Dorothy Hubbard, Mayor



Attest



Notary Public

